



MEMORANDUM

GOE

AGENDA ITEM NO. 2 (FF)

107.07-17A MIAMI-DADE/GSA-MAT. MGT.

TO: Honorable Chairperson Barbara Carey-Shuler, Ed.D. DATE: **September 16, 2003**
and Members, Board of County Commissioners

FROM: George M. Burgess
County Manager

SUBJECT: Resolution Ratifying the County
Manager's Execution of a
Sovereign Submerged Lands
Easement for Water Mains
Crossing the Miami River


RECOMMENDATION

It is recommended that the Board of County Commissioners adopt the attached resolution ratifying the County Manager's execution of a Sovereign Submerged Lands Easement with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (Board of Trustees), for the sole purpose of the replacement and maintenance of three existing water mains crossing the Miami River at two locations.

BACKGROUND

Miami-Dade County (County) owns a 20-inch and a 30-inch water main which cross the Miami River at approximately N.W. 11 Avenue and a 20-inch water main which crosses the Miami River at approximately S.W. 2 Street. The County has applied for a permit from the State of Florida Department of Environmental Protection for the purpose of removing and replacing these mains prior to the upcoming dredging project. As a specific condition of said permit, the County must obtain an easement from the Board of Trustees. This easement is essentially a perpetual easement that allows the replacement and future maintenance of the water mains within the State's submerged land.

Therefore, it is respectfully requested that the attached resolution be approved.


Assistant County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: October 7, 2003

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 16(A)(25)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 16(A)(25)
10-7-03

RESOLUTION NO. _____

RESOLUTION RATIFYING THE COUNTY MANAGER'S
EXECUTION OF A SOVEREIGN SUBMERGED LANDS
EASEMENT FROM THE BOARD OF TRUSTEES OF THE
INTERNAL IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA TO MIAMI-DADE COUNTY FOR THE
REPLACEMENT OF WATER MAINS CROSSING THE MIAMI
RIVER

WHEREAS, this Board desires to accomplish the purposes
outlined in the accompanying memorandum, a copy of which is
incorporated herein by reference; and

WHEREAS, at the County Commission meeting of July 10, 2003
this Board adopted Resolution No. R-805-03 which authorized the
County Manager to administer County business during the period
of July 25, 2003 and conclude August 22, 2003 [Agenda Item No.
11(A)(1)]; such action(s) taken to be in accordance with the
policies and procedures established by the Board of County
Commissioners and be submitted to the Board for ratification at
the County Commission meeting of October 27, 2003,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves and ratifies the County Manager's execution of a Sovereign Submerged Lands Easement from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to Miami-Dade County and authorizes the County Manager to execute the same in two original counterparts on behalf of Miami-Dade County, Florida, in substantially the form attached hereto and made a part hereof; subject to execution by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida as approved by the County Attorney.

The foregoing resolution was offered by Commissioner
, who moved its adoption. The
motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson	
Katy Sorenson, Vice-Chairperson	
Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorrin D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of October, 2003. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Henry N. Gillman

S

This Instrument Prepared By:
Jeff Gentry
Recurring Revenue Section
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGN SUBMERGED LANDS EASEMENT

NO. 40015
BOT FILE NO. 130225456
PA NO. 13-0204600-001

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to Miami-Dade, Florida, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereign lands, if any, contained in the following legal description:

A parcel of submerged land in Sections 01 and 35, Townships 53 and 54 South, Range 41 East, in Miami River, Miami-Dade County, as is more particularly described and shown on Attachment A, dated December 7, 2002.

TO HAVE THE USE OF the hereinabove described premises from April 9, 2003, the effective date of this easement. The terms and conditions of and for which this easement is granted are as follows:

1. USE OF PROPERTY: The above described parcel of land shall be used solely for the installation of three (3) subaqueous water main crossings and Grantee shall not engage in any activity except as described in the Department of Environmental Protection, Consolidated Environmental Resource Permit No. 13-0204600-001, dated April 9, 2003, incorporated herein and made a part of this easement by reference. All of the foregoing subject to the remaining conditions of this Easement.

2. EASEMENT CONSIDERATION: In the event the Grantor amends its rules related to fees and the amended rules provide the Grantee will be charged a fee or an increased fee for this activity, the Grantee agrees to pay all charges required by such amended rules within 90 days of the date the amended rules become effective or by a date provided by an invoice from the Department, whichever is later. All fees charged under this provision shall be prospective in nature; i.e. they shall begin to accrue on the date that the amended rules become effective.

3. WARRANTY OF TITLE/GUARANTEE OF SUITABILITY OF USE OF LAND: Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.

4. RIGHTS GRANTED: The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.

5. DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS: Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.

6. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY: This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.

7. RIGHT TO INSPECT: Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.

8. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Grantee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

9. VENUE: Grantee waives venue as to any litigation arising from matters relating to this easement and any such litigation between Grantor and Grantee shall be initiated and maintained only in Leon County, Florida.

10. ASSIGNMENT OF EASEMENT: This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent and which consent shall not be unreasonably withheld. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

11. TERMINATION: The Grantee, by acceptance of this easement, binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee, its successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. All costs, including attorneys' fees, incurred by the Grantor to enforce the provisions of this easement shall be paid by the Grantee. All notices required to be given to Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Miami-Dade Water and Sewer Department
C/o Victor Fernandez-Cuervo
3575 South LeJune Road
Miami, Florida 33146-2221

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

12. TAXES AND ASSESSMENTS: The Grantee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this easement which result from the grant of this easement or the activities of Grantee hereunder.

13. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Grantee does not remove said structures and equipment occupying and erected upon the premises after expiration or cancellation of this easement, such structures and equipment will be deemed forfeited to the Grantor, and the Grantor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Grantee at the address specified in Item 11 or at such address on record as provided to the Grantor by the Grantee. However, such remedy shall be in addition to all other remedies available to Grantor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

14. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

15. RECORDATION OF EASEMENT: The Grantee, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen (14) days after receipt, and shall provide to the Grantor within ten (10) days following the recordation a copy of the recorded easement in its entirety which contains the O.R. Book and pages at which the easement is recorded.

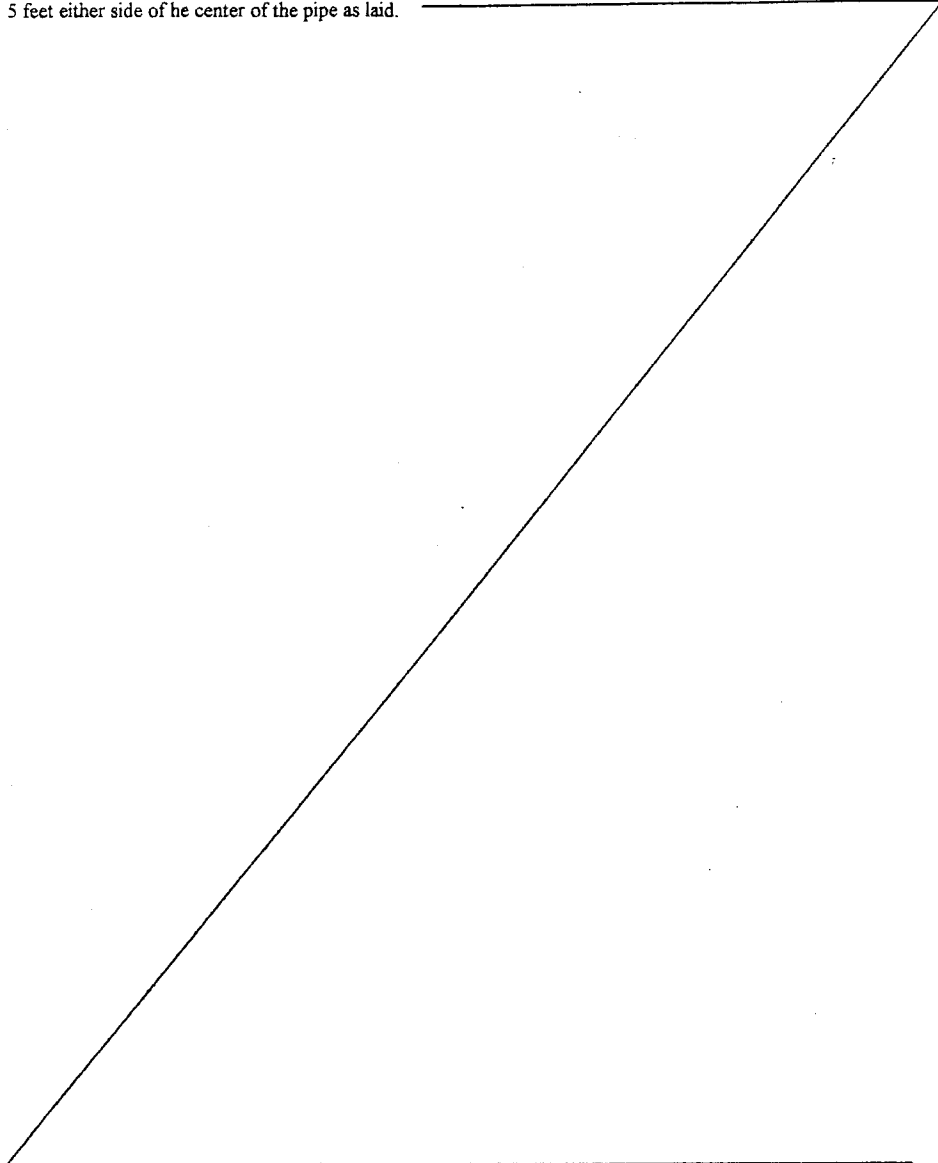
16. AMENDMENT/MODIFICATIONS: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.

17. ACOE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (COE) permit if it is required by the COE. Any modifications to the construction and/or activities authorized herein that may be required by the COE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

18. ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS: No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent from the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

19. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(49), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

20. SPECIAL EASEMENT CONDITION: Within 60 days after each pipe is installed, the permittee shall revise the easement area by submitting a Specific Purpose Survey prepared to the minimum technical standards found in Chapter 61G17-6 F.A.C. Each installed pipe shall be described by metes and bounds as a 10 foot easement, being 5 feet either side of the center of the pipe as laid.



WITNESSES:

Original Signature

Print/Type Name of Witness

Original Signature

Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

(SEAL)

BY:

Ralph M. Perkins, Operations and Management Consultant
Manager, Bureau of Public Land Administration,
Division of State Lands, Department of Environmental
Protection, as agent for and on behalf of the Board of Trustees of
the Internal Improvement Trust Fund of the State of Florida

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Ralph M. Perkins, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED AS TO FORM AND LEGALITY:

DEP Attorney

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

WITNESSES:

Original Signature

Typed/Printed Name of Witness

Original Signature

Typed/Printed Name of Witness

STATE OF _____

COUNTY OF _____

Miami-Dade, Florida

(SEAL)

BY:

Original Signature of Executing Authority
George Burgess

Typed/Printed Name of Executing Authority
County Manager

Title of Executing Authority

"GRANTEE"

The foregoing instrument was acknowledge before me this ____ day of _____, 2003, by George Burgess as County Manager, for and on behalf of Miami-Dade County. He is personally known to me or produced _____ as Identification.

My Commission Expires:

Commission/Serial No. _____

Notary Public, State of _____

Printed, Typed or Stamped Name

9

Yahoo! Maps

[Back to Map](#)

★ SW 2nd street, Miami, FL 33129



When using any driving directions or map, it's a good idea to do a reality check and make sure the road still exists, watch out for construction, and follow all traffic safety precautions. This is only to be used as an aid in planning.

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http://maps.yahoo.com/py/pmaps.py?Pyt=Tmap&ed=.t6a9ep_0TqkdmmCKIsSiVMqnKNJ... 5/16/2003

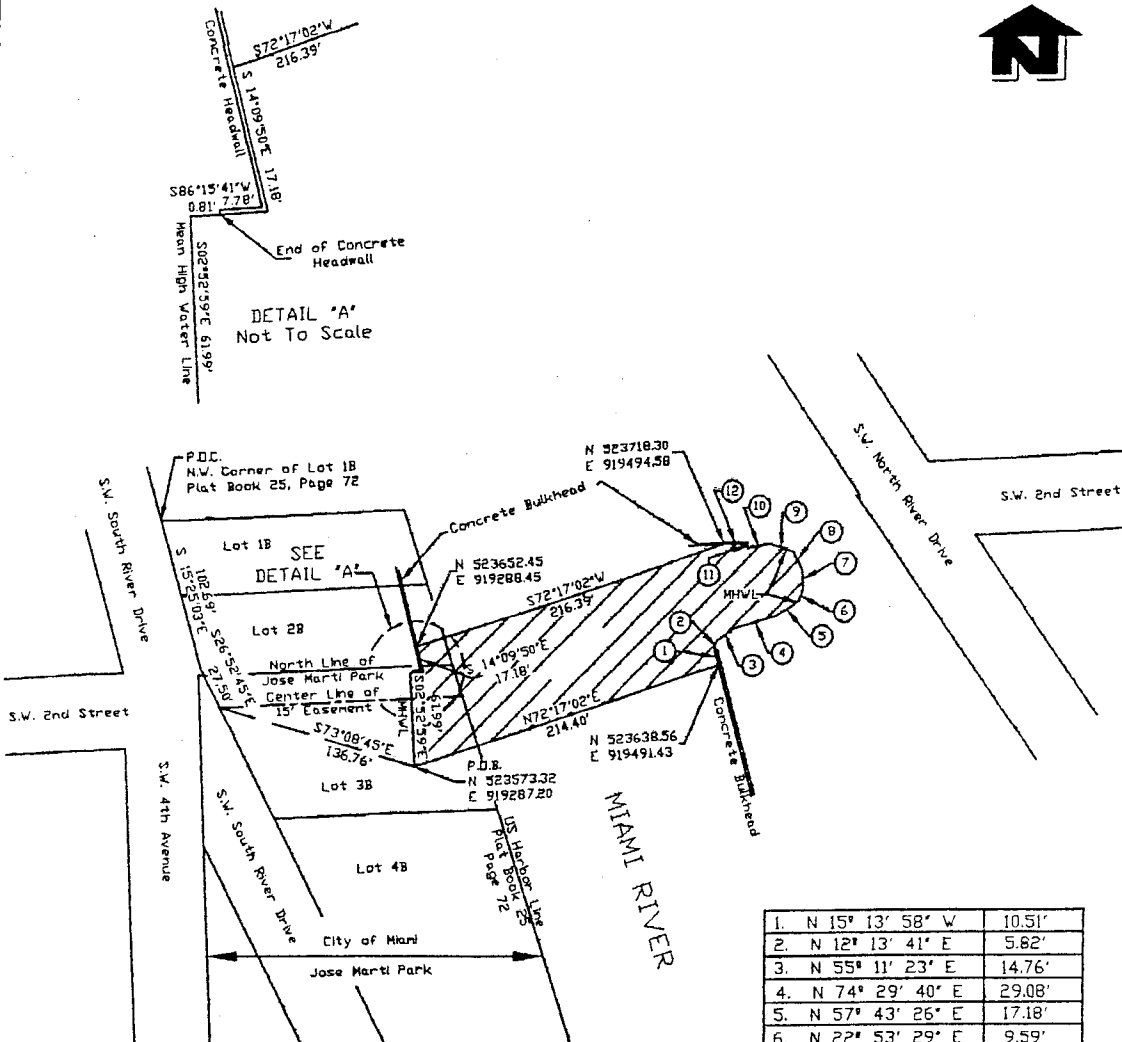
EXHIBIT "A"
EASEMENT LEGAL DESCRIPTION

A portion of the Southwest one-quarter of Section 1, Township 54 South, Range 41 East; Miami-Dade County, Florida, also being a portion of Lots 2B and 3B, RIVERSIDE WATERFRONTS, according to the plat thereof as recorded in Plat Book 25, Page 72 of the Public Records of Miami-Dade County Florida and a portion of the waterway known as the Miami River, being more particularly described as follows:

COMMENCE at the Northwest corner of Lot 1B, RIVERSIDE WATERFRONTS according to said plat thereof; THENCE South 15° 25' 03" East, along the Westerly property line of Lots 1B and 2B of said RIVERSIDE WATERFRONTS, a distance of 102.69 feet; THENCE South 26° 52' 45" East, along the Westerly line of said Lot 2B and a 15 foot wide easement between Lots 2B and 3B of said RIVERSIDE WATERFRONTS, a distance of 27.50 feet to a point of intersection with the centerline of said 15.00 foot wide easement, THENCE South 73° 08' 45" East, across said easement and Lot 3B, a distance of 136.76 feet to the point of intersection with the Westerly Mean High Water Line of the Miami River and the POINT OF BEGINNING; THENCE North 72° 17' 02" East across said Miami River for 214.40 feet to a point of intersection with the waterside face of an existing concrete bulkhead, also being the Easterly Mean High Water Line of the Miami River; THENCE North 15° 13' 58" West along the waterside face of the last described bulkhead for 10.51 feet to the end of said concrete bulkhead; THENCE, continue along the Easterly Mean High Waterline of the Miami River for the following 10 courses, THENCE North 12° 13' 41" East a distance of 5.82 feet; THENCE North 55° 11' 23" East a distance of 14.76 feet; THENCE North 74° 29' 40" East a distance of 29.08 feet; THENCE North 57° 43' 26" East a distance of 17.18 feet; THENCE North 22° 53' 29" East a distance of 9.59 feet; THENCE North 04° 16' 19" West a distance of 12.95 feet; THENCE North 27° 36' 39" West a distance of 13.03 feet; THENCE North 71° 03' 12" West a distance of 17.07 feet; THENCE South 78° 26' 42" West a distance of 15.03 feet; THENCE North 02° 16' 15" West a distance of 3.33 feet to a Point of Intersection with the waterside face of an existing concrete bulkhead, also being the Easterly Mean High Water Line of the Miami River; THENCE South 87° 45' 07" West, along the previously mentioned concrete bulkhead and Easterly mean high water line, a distance of 15.72 feet; THENCE South 72° 17' 02" West, across the Miami River, a distance of 216.39 feet to the point of intersection with an existing concrete bulkhead and the Westerly Mean High Water Line of the Miami River; THENCE South 14° 09' 50" East, along the previously mentioned existing concrete bulkhead and Westerly Mean High Water Line, a distance of 17.18 feet; THENCE South 86° 15' 41" West, along the previously mentioned existing concrete bulkhead and Westerly Mean High Water Line, a distance of 7.78 feet to the end of the said concrete bulkhead, THENCE continue along the Westerly Mean High Water Line of the Miami River for the following two courses, South 86° 15' 41" West a distance of 0.81 feet; THENCE South 02° 52' 59" East for a distance of 61.99 feet to the POINT OF BEGINNING.

Containing 0.43 acres more or less.

EXHIBIT "A"



1.	N 15° 13' 58" W	10.51'
2.	N 12° 13' 41" E	5.82'
3.	N 55° 11' 23" E	14.76'
4.	N 74° 29' 40" E	29.08'
5.	N 57° 43' 26" E	17.18'
6.	N 22° 53' 29" E	9.59'
7.	N 04° 16' 19" W	12.95'
8.	N 27° 36' 39" W	13.03'
9.	N 71° 03' 12" W	17.07'
10.	S 78° 26' 42" W	15.03'
11.	N 02° 16' 15" W	3.33'
12.	S 87° 45' 07" W	15.72'

NOTES

1. Reproductions of this sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. MHWL denotes Mean High Water Line.
3. P.O.B. denotes Point of Beginning.
4. P.O.C. denotes Point of Commencement.
5. P.S.M. denotes Professional Surveyor and Mapper.
6. Bearings shown hereon are based on an assumed meridian along the East right of way line of S.W. South River Drive as shown.
7. The coordinate values shown on this sketch are based on NAD 1983-1990 adjustment of the State Plane Coordinate System, Florida East Zone.
8. The approximate Mean High Water Line depicted on this sketch is not intended to be the legal boundary between private and State ownership.

CERTIFICATION

I hereby certify that the attached sketch and description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction on December 18, 2002. I further certify that this sketch and description meets the Minimum Technical Standards set forth in Chapter 61B17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Robert Battillo

Robert Battillo, P.S.M.
Florida Registration No. 6064

NOT A FIELD SURVEY

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

MIAMI - DADE
WATER AND SEWER DEPARTMENT

DATE: 12-7-02

SCALE: 1"=100'

E.R.

PAGE 2 OF 2

Field Book WP 951A

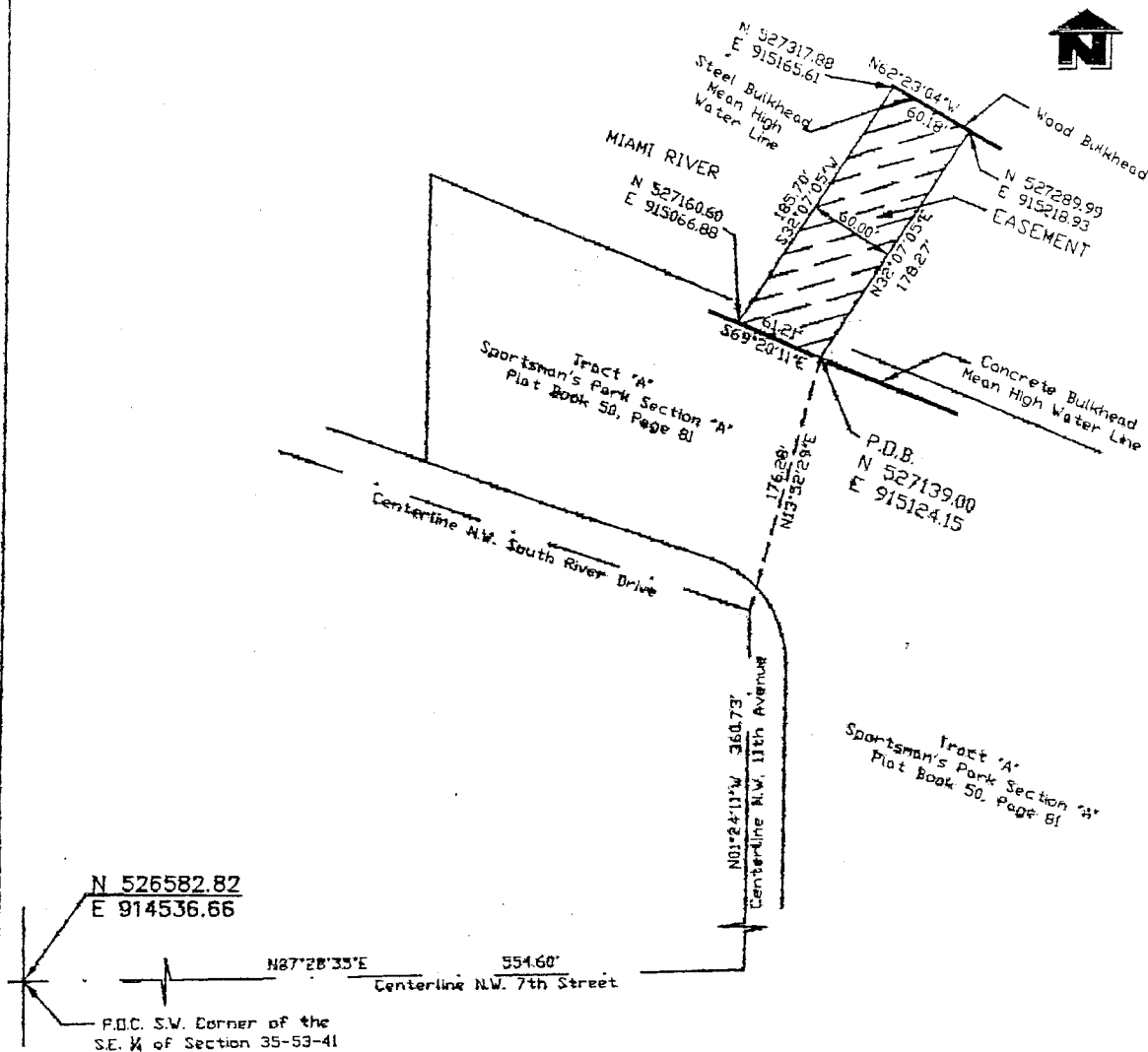
EASEMENT LEGAL DESCRIPTION

A portion of the Southwest one-quarter of the Southeast one-quarter of Section 35, Township 53 South, Range 41 East; Miami-Dade County, Florida and a portion of the waterway known as the Miami River being more particularly described as follows:

COMMENCE at the Southwest corner of the Southeast one-quarter of said section 35, Township 53 South, Range 41 East, Miami-Dade County, Florida; THENCE North $87^{\circ} 28' 35''$ East along the centerline of N.W. 7th Street for a distance of 554.60 feet to a Point of Intersection with the centerline of N.W. 11th Avenue; THENCE North $01^{\circ} 24' 11''$ West along the centerline of said N.W. 11th Avenue for a distance of 360.73 feet to a point; THENCE North $13^{\circ} 52' 29''$ East across N.W. 11th Avenue and across Tract "A" SPORTSMAN'S PARK SECTION "A" according to the plat thereof as recorded in Plat Book 50, Page 81 of the Public Records of Miami-Dade County, Florida for a distance of 176.28 feet to a Point of Intersection with the waterside face of an existing concrete bulkhead and the POINT OF BEGINNING; said POINT OF BEGINNING also being the Mean High Water Line of the Miami River; THENCE North $32^{\circ} 07' 05''$ East across said Miami River for 178.27 feet to a Point of Intersection with the waterside face of an existing bulkhead, also being the Mean High Water Line of the Miami River; THENCE North $62^{\circ} 23' 04''$ West along the waterside face of the last described bulkhead for 60.18 feet to a point; THENCE South $32^{\circ} 07' 05''$ West across said Miami River for a distance of 185.70 feet to a Point of Intersection with the waterside face of the first described existing concrete bulkhead; THENCE South $69^{\circ} 20' 11''$ East along the waterside face of said existing bulkhead for a distance of 61.21 feet to the POINT OF BEGINNING.

Containing 0.25 acres more or less.

EXHIBIT "A"



NOTES

1. Reproductions of this sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. P.O.B. denotes Point of Beginning.
3. P.O.C. denotes Point of Commencement.
4. P.S.M. denotes Professional Surveyor and Mapper.
5. Bearings shown hereon are based on an assumed meridian along the centerline of N. W. 7th street as shown.
6. The coordinate values shown on this sketch are based on NAD 1983-1990 adjustment of the State Plane Coordinate System, Florida East Zone.
7. The approximate Mean High Water Line depicted on this sketch is not intended to be the legal boundary between private and State ownership.

CERTIFICATION

I hereby certify that the attached sketch and description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction on December 18, 2002. I further certify that this sketch and description meets the Minimum Technical Standards set forth in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Robert Battillo

Robert Battillo, P.S.M.
Florida Registration No. 6064

NOT A FIELD SURVEY

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

MIAMI - DADE
WATER AND SEWER DEPARTMENT

DATE: 11-20-02

SCALE: 1" = 100'

E.R. 15622

PAGE 2 OF 2